



**The Commonwealth of Massachusetts**  
**DEPARTMENT OF**  
**TELECOMMUNICATIONS AND ENERGY**

BAY STATE GAS COMPANY  
D.T.E. 05-48

**FIRST SET OF INFORMATION REQUESTS OF THE DEPARTMENT OF  
TELECOMMUNICATIONS AND ENERGY TO BAY STATE GAS COMPANY**

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Pursuant to 220 C.M.R. § 1.06(6)(c), the Department of Telecommunications and Energy ("Department") submits to Blackstone Gas Company ("Bay State" or "Company") the following Information Requests:

INSTRUCTIONS

The following instructions apply to this set of Information Requests and all subsequent Information Requests issued by the Department to the Company in this proceeding.

1. Each request should be answered in writing on a separate, three-hole punch page with a recitation of the request, a reference to the request number, the docket number of the case and the name of the person responsible for the answer.
2. Do not wait for all answers to be completed before supplying answers. Provide the answers as they are completed.
3. These requests shall be deemed continuing so as to require further supplemental responses if the Company or its witness receives or generates additional information within the scope of these requests between the time of the original response and the close of the record in this proceeding.
4. The term "provide complete and detailed documentation" means:

Provide all data, assumptions and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports and planning documents from which data, estimates or assumptions were drawn and support for how the data or assumptions were used in developing the projections or estimates. Provide and explain all supporting work-papers.

5. The term “document” is used in its broadest sense and includes, without limitation, writings, drawings, graphs, charts, photographs, phono-records, microfilm, microfiche, computer printouts, correspondence, handwritten notes, records or reports, bills, checks, articles from journals or other sources and other data compilations from which information can be obtained and all copies of such documents that bear notations or other markings that differentiate such copies from the original.
6. If any one of these requests is ambiguous, notify the Hearing Officer so that the request may be clarified prior to the preparation of a written response.
7. Please file one copy of the responses with Mary L. Cottrell, Secretary of the Department and on all parties; also submit one (1) copy of the responses to John J. Geary, Hearing Officer; one (1) copy of the responses to Andreas Thanos, Assistant Director, Gas Division; one (1) copy of the responses to Rebecca Hanson, Analyst, Gas Division; and one (1) copy of the responses to Elizabeth Jackson, Analyst, Gas Division.
8. In addition to filings, all non-proprietary responses should be submitted by e-mail to [dte.efiling@state.ma.us](mailto:dte.efiling@state.ma.us) and to the e-mail address of any party required to be served.
9. Responses are due on or before September 19, 2005.

### INFORMATION REQUESTS

- DTE 1-1 Please refer to Mr. DaFonte’s testimony at 10. Has the Company received regulatory approval from the Canadian National Energy Board for TransCanada Pipelines Ltd.’s (“TransCanada”) agreement or from the Ontario Energy Board for Union Gas Limited’s (“Union”) agreement?
- (a) If no approvals have been obtained for either the TransCanada or Union agreements, when are the decisions expected?
- (b) If decisions regarding the TransCanada and Union agreements have been rendered, what were the outcomes and the dates the decisions were rendered?
- DTE 1-2 Please refer to Mr. DaFonte’s testimony at 10. How does the Company plan to proceed if regulatory approval is not obtained from any of the following regulators: (1) the Department; (2) the Canadian National Energy Board; and (3) Ontario Energy Board?

- DTE 1-3      Please refer to Mr. DaFonte's testimony at 23. If a marketer were to request assignment of this capacity, would Bay State agree to assign the capacity to the marketer?
- DTE 1-4      Please explain why the contracts with Union Gas Ltd are for a term of eleven years while the terms of the contracts with TransCanada are for a term on ten years.
- DTE 1-5      Please refer to Mr. DaFonte's testimony at 6, lines 7-8. When did Bay State's long-term supply contract at Waddington expire? How has Waddington been supplied since the expiration?
- DTE 1-6      Explain in detail with supporting documentation, data, and assumptions why the contract with Union is for 26,352 Dth, while the contract with TransCanada is for 26,063 Dth.
- DTE 1-7      Please refer to Mr. DaFonte's testimony at 17, lines 20-21. Explain with supporting documentation, data, and assumptions how Bay State's total liability of \$9,682,304 is calculated.
- DTE 1-8      Please refer to Exhibit FCD-4, at 20, item 29. Has the condition precedent been met or waived?